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### 1.0 Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

#### 2.0 Contract

The contract between the State of Arizona and the contractor shall consist of the Request for Proposal (RFP) and any amendments, clarifications and Best and Final Offer thereto, and the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

### 3.0 Contract Type

This is a fixed price contract for services specified and effective for the period stated.

### 4.0 Negotiated Additional Work Order – Requirements Contract

This is a requirements contract for the products and services specified and effective for the period stated. The quantities of products and services specified by the contract are estimates only and are not purchased by this contract. Task performance and product delivery outside the scope of the initial contract shall be made only as authorized by Work Orders issued in accordance with the Ordering Clause. Subject to any limitations elsewhere in this contract, the Contractor shall furnish to the State services and products specified and called for by Work Orders issued in accordance with the Ordering Clause.

### 5.0 Term of Contract (Option to Extend)

The term of the contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for additional periods not to exceed an aggregate of 24 months. In the event that the state exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price.

### **6.0 Ordering Process**

Upon award of a contract by the State Procurement Office, any designated agency may procure items awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Additional services within the scope of this contract shall be ordered by issuance of Orders by the State. Such Orders may be issued from date of award of the contract through the end of the contract performance period.

### 7.0 Billing

All billing notices shall be detailed and shall include delivery times and payment terms. Each item in a bill shall be clearly identified and relate to items for which the contractor may receive compensation under the contract. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

### 8.0 Change Orders, Fixed Price Work Orders

The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

a. Description of services to be performed



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- o. Time of performance (i.e., hours of the day, days of the week)
- c. Place of performance of the services
- d. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the State in accordance with the drawings, designs or specifications
- e. Method of shipment or packing of supplies
- f. Place of delivery

The Contractor shall respond to the Change Order with a proposal. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by the Change Order, the Procurement Officer shall make an equitable adjustment in the contract price, the delivery schedule or both and shall modify the contract in writing accordingly.

The State is interested in maximizing efficiency and cost for telecommunications costs and is willing to share savings with the Contractor. The Contractor is encouraged to submit proposals to the State recommending initiatives to reduce telecommunications costs. The State shall review the proposals, and if accepted, shall negotiate an equitable adjustment to the contract. The Contractor will share in the savings through a negotiated percentage of the savings.

### 9.0 Kev Personnel

Provide contact information summarizing the proposed Project Managers for all services proposed in this RFP. Contact information must include the following information:

- a. Project Manager Name
- b. Proposed Responsibilities
- c. Telephone Number
- d. E-mail Address

Name the key individuals, along with their qualifications, experience, and the level and extent of their expected involvement that would comprise your organization's dedicated team for involvement in the Contract. Provide an organizational chart of the reporting structures of these individuals and their staff.

State the percent of turnover of key personnel and all other staff for each of the last three (3) years in each segment of your organization that shall be responsible for performing telecommunications services within the State. Describe your organization's customary selection and replacement procedures for the project staff that will be providing the services as outlined in this RFP, including your organization's willingness to commit to State requests to maintain specific staffing assignments on key State systems.

### 10.0 Subcontractors

The contractor may, with the consent of the State, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontractors must be approved in writing by the State Procurement Office prior to the effective date of any subcontract. No subcontract entered into by the contractor with respect to performance of the contract shall relieve the contractor of any responsibility for performance of its duties.

The State requires a single Contractor to be responsible for managing all of the services outlined in your Proposal. The State expects the selected Contractor to monitor and manage the performance of all subcontractors providing telecommunication services to the State. If significant portions (over 20%) of the work will be performed by any subcontractor, provide the following:

- a. Attach a Project Organizational Chart illustrating the roles and responsibilities of the Prime and Sub-contractors. The Project Organizational Chart should include primary contact information (name, title, address, telephone number and e-mail address), if different from the Project Manager contact list, for all subcontractors.
- b. Explain your organization's experience in managing subcontractors.
- c. Cite any references to organizations similar to the State where you have managed subcontractors.
- d. List the company name, address, telephone number and contact information of each subcontractor proposed to provide telecommunications services.
- e. Identify the specific services and functional requirements that each subcontractor will provide.



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f. Indicate the number of years and scope of experience each subcontractor has had providing telecommunications services, particularly in implementing solutions for government, for the services that each will provide.

### 11.0 Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

### 12.0 Confidentiality of End User Data

While gross usage statistics will be gathered and used to generate reports, the contractor agrees to keep confidential the information concerning individual end-users. Under no conditions will information about end-users be resold, transferred or conveyed to any third party. Neither shall the contractor retain and reuse information about the end-users in their own operations.

### 13.0 Assets and Facilities

The State enables existing State assets to be utilized by the Contractor in the performance of the contract. Such assets would be principally composed of the following: telecommunications hardware used for both voice and data switching including key equipment, PBX, and WAN-related switches, hubs, routers, desktop telephone sets and other hardware; other similar significant telecommunications assets; and the rights to use certain proprietary software. In addition, certain telecommunications assets that are either integral components of physical structures (e.g., network wiring) shall also be retained by the State. Any new purchases, leases or upgrades of capabilities will be obtained on behalf of the State unless approved in advance by the State. State assets shall not be leased to the Contractor.

The Contractor is to continue, update and maintain the existing inventory for the State, with the Contractor determining what telecommunications resources are needed to satisfy the State's requirements and service levels, and maintain an accurate inventory of telecommunications resources and assets and tag those items with State property stickers.

The State shall provide facilities, including water and electricity and basic office furnishings, for Contractor employees. The Contractor shall be given the same amount of space currently assigned to State employees responsible for voice and WAN services identified in this RFP. Any other space requirements, equipment or furnishings such as PCs, supplies, phone service, Internet access and similar items for use by the Contractor's personnel on-site are the exclusive responsibility of the Contractor.

Access to State buildings is regulated. Therefore, all Contractor personnel are subject to State security requirements and will be issued badges.

No other functions other than official State business may be performed in State facilities.

**13.1 Statewide Standard P800-S890, Personnel Security**, establishes security practices and procedures and new and existing employees as well as outside contractors. The Contractor shall adhere to this policy standard. In addition, Contractor personnel shall be subject to background checks as a condition for working with State IT systems.

### 14.0 Reporting Requirements

The Contractor is to assemble and create regular reports on the performance of in-scope functions, in order to assist in the effective management of the Contract, and enable continuous improvement of the in-scope services that the State receives. Reports, including billing reports, must be compiled and distributed to the State's management in an agreed upon electronic format. Reports must be compiled and published on all functions, including performance, SLAs, cost management, and subcontractor relationships on a Statewide and department-level basis. These reports must include the measurement of the Contractor's actual performance against the required service levels. The State requires the Contractor to accommodate State management's decisions on reporting formats, content, and frequency. The Contractor is to implement a management structure to facilitate communications between the Contractor and the State and, to address and resolve concerns escalated either by the Contractor or the State. Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues.



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### 15.0 Performance Monitoring; Problem Escalation

The Contractor shall provide performance evaluations to the State at least annually. Such performance evaluation cards shall enable the State's representatives to make informed evaluations regarding the Contractor's performance.

In addition, Contractor's principal account representative and company senior management shall meet with the State's representatives approximately every six months to review the Contractor's overall competitiveness, service and performance. At or after these meetings, significant variances or concerns will be identified, corrective actions and plans will be developed and progress will be monitored.

Whenever problems occur, the State shall follow procedures to solve any issues and use all other available remedies (such as audits, etc.) to resolve performance issues.

#### 16.0 IT Architecture and Standards

The Government Information Technology Agency (GITA) of the State of Arizona is responsible by law for coordination of a statewide plan for information technology (IT) and development of IT policies, standards and procedures for state agencies. To support IT plan development and to facilitate continuous change toward standardized business processes and common, interoperable IT environments, the State developed an Enterprise Architecture (EA). Political subdivisions may follow some or all of the architecture or the standards, at their discretion. The EA and the standards can be accessed through GITA's web page at <a href="http://www.gita.state.az.us/">http://www.gita.state.az.us/</a>.

Technical standards developed under this program shall be followed by the contractor in all decisions and recommendations. The Enterprise Architecture and IT standards developed under GITA's policies, standards and procedures program (PSP) are updated periodically to reflect changes in technology and the needs of the State. Contractor must remain current on its knowledge of the EA and IT standards. The contractor is encouraged to recommend updates to these standards from time to time.

#### 17.0 Use of Statewide Telecommunications Contracts

The State shall maintain and continue to update a portfolio of statewide telecommunications contracts to ensure continuous competition and reduced prices on carrier services and telecommunication hardware, software and services. The relationship of the Service Contractor to the commodity contractors is as follows:

- a. <u>Carrier Services</u> The Contractor shall handle all interactions with the carrier services contractors (except contract interpretation/modifications) on behalf of the State. Managing payments and services under these contracts will allow the Contractor to identify opportunities for consolidation and cost savings across all agencies. The Contractor shall bill the agencies and maintain a payment system for payments to the carriers.
- b. <u>Hardware and Software</u> The Contractor shall recommend and approve purchases of agency- specific telecommunication hardware and software, subject to signing of purchase orders by individual agencies. The affected agency shall be billed by the commodity vendor (not the Contractor) and shall own the underlying commodities. The Contractor shall manage installation and operation of the commodities.
- c. <u>Maintenance of Statewide Assets</u> The existing maintenance contracts for statewide assets shall be utilized by the Contractor.
- d. If the Contractor can provide equivalent products or services to those otherwise available to the State, at reduced prices, it may seek approval through the Additional Work Process from the State to provide such products or services.

### 18.0 Insurance

Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to the State of Arizona until all obligations under this Contract are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.



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1. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

- 2. Business Automobile Liability, with minimum limits of \$1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this contract. This requirement may be modified at the discretion of (Agency Name) to acknowledge coverage provided by a Family or Personal Automobile Liability policy endorsed to cover Business Use of the vehicle(s) used in performance of this contract.
- 3. Worker's Compensation (Coverage A): Statutory Arizona benefits; Employer's Liability (Coverage B): \$500,000.00 each accident; \$500,000.00 each employee/disease; \$1,000,000.00 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

Errors and Omissions;
Medical Malpractice;
Druggists Professional;
Architects/Engineers Professional;
Lawyers Professional;
Teachers Professional;
Accountants Professional;
Social Workers Professional;
Other (specify profession from Scope of Work)

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

The State of Arizona and the Department of Administration reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

In case any work is subcontracted, the Contractor will require all subcontractors to provide comparable coverage.

Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract upon which the Contracting Agency may immediately terminate this Contract.

The policies required by the Commercial General and Business Automobile Liability Sections herein shall be endorsed to include the State of Arizona and the Department of Administration as additional insured and shall require that the insurance provided by the Contractor shall be primary insurance and that any insurance carried by the State of Arizona and the Department of Administration shall be excess and not contributory insurance to that provided by the Contractor.



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Certificates of insurance acceptable to the State of Arizona and Department of Administration shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify the contract number and include certified copies of endorsements naming the State of Arizona and the Department of Administration as Additional Insured as required. The insurance policies required by this paragraph shall contain a provision that coverage will not be cancelled or materially altered until at least 60 days prior written notice has been given to the State of Arizona and the Department of Administration.

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and the Department of Administration may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Department of Administration shall be repaid by the Contractor upon demand, or the State of Arizona and the Department of Administration may offset the cost of the premiums against any monies due to the contractor. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the Department of Administration. Contractor and its insurer(s) providing the required coverage shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above shall not apply.

### 19.0 Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

### 20.0 Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

### 21.0 Non-Exclusive Contract

Any contract resulting form this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

### 22.0 Ownership

All deliverables and/or other products of the contract (including but not limited to all hardware added to the State's infrastructure, documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

#### 23.0 Offeror Qualifications

The State believes that the role of the Contractor requires a great deal of objectivity and impartiality in regard to carrier services. The carrier services portion of the State's telecommunication expenses is significant. Therefore, the Contractor shall be required to identify and achieve significant cost savings for the State in regard to the carrier services among multiple competing vendors. The Contractor shall choose between offering carrier services to the State or acting as the State's Contractor under this Contract. Therefore, while any company may bid on the RFP, if the successful respondent to the RFP is also in the carrier services business (either directly or through an affiliate) it shall:

- a) modify its carrier services contract to prevent any new orders (if it is currently a contractor under the statewide carrier services contract) and
- b) refrain from bidding on any future carrier services contract with the State during the term of this Contract.



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#### 24.0 Performance Bond

The contractor shall be required to furnish an irrevocable security in the amount of \$\*\*\*\* of the total contract price payable to the State of Arizona, binding the contractor to provide faithful performance of the contract. The amount shall be determined during contract negotiations prior to contract award.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within ten (10) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation.

#### 25.0 Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The state (at its own discretion) may accept any proposed price reduction.

### 26.0 Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

### 27.0 Security Requirements

State Agencies have specific access and security requirements. The contractor must adhere to these access and security policies, background checks, etc.

### 28.0 State Property Protection (Moving)

Contractor shall protect its equipment from damage and shall protect state property from damage or loss in connection with performance of this contract. The Contractor shall be liable for any damage, injury or loss caused by his operations or those of his employees.

### 29.0 Travel Expenses

Mileage shall only be reimbursed for service outside of the 50-mile radius from Phoenix and Tucson and only up to the rates applicable to State personnel. Per diem shall be payable only in accordance with State guidelines and at rates applicable to State personnel.



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7.1 <u>Price Proposal</u>. (Instructions supplemental to those already in the Special Instructions. Clarification of units and components of price. References to all applicable portions of the solicitation.)

LINE NO.	DESCRIPTION	UNIT	UNIT PRICE (per Connection, per Month)	EXTENDED PRICE (per Year)
100	<ul> <li>11111 – Telecommunications Voice Management</li> <li>- ATS, AHCCCS, and others as added.</li> <li>- 16,000 voice extensions - Minimum.</li> <li>- All services as required.</li> </ul>	Seat	<u>\$</u>	<u>\$</u>
101	<ul> <li>22222 – Telecommunications Voice Management</li> <li>- ATS, AHCCCS, Agency A, Agency B, Agency C, and others as added.</li> <li>- 23,000 voice extensions - Minimum.</li> <li>- All services as required.</li> </ul>	Seat	<u>\$</u>	<u>\$</u>
102	3333 – Telecommunications Voice Management - ATS, AHCCCS, Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H and others as added 30,000 voice extensions - Minimum All services as required.	Seat		
103	44444 – Telecommunications Voice Management - ATS, AHCCCS, Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H, Agency I, Agency J, Agency K, Agency L, Agency M, Agency N and others as added 40,000 voice extensions - Minimum All services as required.	Seat		
104	5555 – Telecommunications Voice Management - ATS, AHCCCS, Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H, Agency I, Agency J, Agency K, Agency L, Agency M, Agency N, Agency O, Agency P, Agency Q, Agency R, Agency S and others as added 50,000 voice extensions - Minimum All services as required.	Seat		



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7.1 <u>Price Proposal</u>. (Instructions supplemental to those already in the Special Instructions. Clarification of units and components of price. References to all applicable portions of the solicitation.)

LINE NO.	DESCRIPTION	UNIT	UNIT PRICE (per Connection, per Month)	EXTENDED PRICE (per Year)
200	<ul> <li>11111 – Telecommunications Data Management</li> <li>- ATS, AHCCCS, and others as added.</li> <li>- 14,000 data seats - Minimum.</li> <li>- All services as required.</li> </ul>	Seat	<u>\$</u>	<u>\$</u>
201	<ul> <li>22222 – Telecommunications Data Management</li> <li>- ATS, AHCCCS, Agency A, Agency B, Agency C, and others as added.</li> <li>- 20,000 data seats - Minimum.</li> <li>- All services as required.</li> </ul>	Seat	<u>\$</u>	<u>\$</u>
202	3333 – Telecommunications Data Management.  - ATS, AHCCCS, Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H and others as added.  - 30,000 data seats - Minimum.  - All services as required.	Seat		
203	44444 – Telecommunications Data Management - ATS, AHCCCS, Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H, Agency I, Agency J, Agency K, Agency L, Agency M, Agency N and others as added 40,000 data seats - Minimum All services as required.	Seat		
204	5555 – Telecommunications Data Management - ATS, AHCCCS, Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H, Agency I, Agency J, Agency K, Agency L, Agency M, Agency N, Agency O, Agency P, Agency Q, Agency R, Agency S and others as added 50,000 data seats - Minimum All services as required.	Seat		



### **Certificate of Insurance**

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Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance	Agency:	Company Letter:	Compa	<b>Companies Affording Coverage:</b>	
		A			
		В			
Name and Address of Insured:		С			
		D			
LIMITS OF LIABILITY	COMPANY	TYPE OF INSURANCE		POLICY	DATE
MINIMUM - EACH OCCURRENCE	LETTER			NUMBER	POLICY

LIMITS OF LI MINIMUM - EACH		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY
Bodily Injury			Comprehensive General Liability		
Per Person			Form Premises Operations		
Each Occurrence			Contractual		
Property Damage			Independent Contractors		
OR			Products/Completed Operations		
Bodily Injury		_	Hazard Personal Injury		
and			Broad Form Property Damage		
Property Damage			Explosion & Collapse (If Applicable)		
Combined			Underground Hazard (If Applicable)		
Same as A	Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

Name and Address of Certificate Holder:

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Date Issued:			

Authorized Representative

# KNOW ALL PERSONS BY THESE PRESENTS: THAT. (hereinafter called Principal), as Principal, and , a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee) in (Dollars) (\$ the amount of , for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and severally firmly by these presents. WHEREAS, the Principal has submitted a bid for: NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court. Principal Seal Surety Seal

Agency of Record

# **End of Solicitation AD040100 Document**